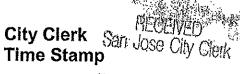
# BID OPENING CITY OF SAN JOSE OFFICE OF THE CITY CLERK



· 2001 AUG 27 P 2:50

•					
•	TOTAL BASE BID 441, 454,00				
	ALT NO. 1				
	ALT NO. 2				
	ALT NO. 3				
	Alt No. 4				
	Alt No. 5				
BID DATE: Thursday, August 27, 20	009				
Project Manager: Stacey Palomar – 535-8409					
ABORN PARK I	PLAY LOTS PROJECT				
BIDDER NAME:	herry Constructor Goy				
BondCashier's Check					
Addendums Included ( 💍 )	YESNO				
NonCollusion Affidavit	YESNO				

## ABORN PARK PLAY LOTS

# **BID DOCUMENTS**

#### **BID OPENING**

3:00 P.M.

Thursday, August 27, 2009

Bidder: <u>Awra Construction Group</u>

## PROPOSAL TO CITY OF SAN JOSE

#### FOR ABORN PARK PLAY LOTS

Name of Bidder:

The representations herein are made under penalty of perjury.

To: The City of San Jose, State of California

The undersigned, as bidder, declares that the only person or parties interested in this proposal as principals are those named herein; that this proposal is made without collusion with any other person, firm or corporation; that the bidder has thoroughly read and examined and has full knowledge of and understands all the provisions and contents of this proposal and the documents which must be attached hereto, the Plans approved by the Director of Public Works on 7/31/09. entitled Aborn Park Play Lots and the Specifications approved by the Director of Public Works on 7/31/09, entitled Aborn Park Play Lots on file in the office of the Director of Public Works of the City of San Jose in City Hall, San Jose, California; that the bidder has thoroughly examined said Plans and Specifications which are on file in the office of the Director of Public Works, and that the bidder has full knowledge of and understands said Plans and Specifications and the requirements thereof; and that the bidder has further read and understands, and has knowledge of the contents of any and all addenda to said Plans and Specifications on file; and that the bidder proposes and agrees, if this proposal is accepted, that the bidder will contract with the City of San Jose, in the form of the copy of the contract on file in the office of the Director of Public Works, to do all the work and furnish all materials specified or referred to in the contract, in the manner and time therein prescribed, and according to the requirements of the City or Director of Public Works as therein set forth, to furnish the contract, bonds and insurance specified in the Specifications, and to do all other things required of the Contractor by the contract; and will take in full payment therefor the following price or unit prices as shown in the Schedule of Quantities on the next page(s).

If the bidder or other interested persons is a corporation, state legal name of corporation, also names of the President, Secretary, Treasurer, and the Manager thereof; if a partnership, state the name of the partnership, if one exists, also the names of all the partners comprising the partnership; if any of the partners are individuals, state the first and last name of every individual in full, if any of the partners are corporations, state for each such corporation, the information required above of corporations; if any of the partners are partnerships, state for each such partnership the information required above of partners; if the bidder or other interested person is a joint-venture, state the name of the joint venture, also names of all joint venturers comprising the joint venture; if any of the joint venturers are individuals, state the first and last name of every individual comprising the joint venture; if any of the joint venturers are corporations, state for each corporation the information required above of corporations; if any of the joint venturers are partnerships, state for each such partnership, the information required above of partners; if bidder or other interested persons is an individual, state first and last names in full.

If bidder is an <u>individual</u>, the bidder's signature shall be placed below; if bidder is an individual, doing business under a fictitious name, the name of the individual followed by the words "doing business under (insert the fictitious name)" shall be set forth above, together with the signature of the individual; if bidder is a corporation, the legal name of the corporation shall be set forth above, together with the signature of the officer or officers of the corporation, authorized to sign contracts on behalf of the corporation, the corporate title; that is Vice-President, Secretary, etc., should be placed below the name of the officer and the corporate seal affixed; if bidder is a partnership, the legal name of the partnership, if one exists, shall be set forth above, together with the signature of the partner or partners authorize to sign contracts on behalf of the partnership; if any of the partners are corporations, execution for such partners shall be accomplished

# SCHEDULE OF QUANTITIES FOR ABORN PARK PLAY LOTS

ITEM	SPECIFICATION SECTION	DESCRIPTION OF ITEM	TOTAL
1.	013000	MOBILIZATION	10,800-
2.	015000	UTILITY CONFLICT COST ALLOWANCE	\$24,000 (Fixed Lump Sum)
3,	015000	WATER POLLUTION CONTROL PLAN	\$10,000 (Fixed Lump Sum)
4.	015000	EMERGENCY EROSION AND SEDIMENT CONTROL	\$5,000 (Fixed Lump Sum)
5.	024100	SITE PREPARATION AND DEMOLITION	10,200-
6.	116813	PLAYGROUND EQUIPMENT	215 25/17
7.	129300	SITE FURNISHINGS	4,975-
8.	311000-313100	EARTHWORK	17862-
9.	320100	OPERATION AND MAINTENANCE PERIOD	3,400-
10.	321300, 323200,323200	CONCRETE	61,000-
11.	328400	PLANTING IRRIGATION	12,000=
12.	260500-26520	ELECTRICAL	#7100-
		TOTAL BASE BID AMOUNT (ITEMS 1 THROUGH 12, INCLUSIVE) FOR THE LUMP SUM TOTAL OF:>>>>>>>>>>>>>>>>>>>>>>>>>>>>>>>>>>>>	\$ 441,454-

NOTE TO BIDDERS:
The Bidder's Bond shall be at least 10% of the TOTAL BID AMOUNT.

in accordance with the requirements set forth above for corporations; if any of the partners are partnerships, execution for such partners shall be accomplished in accordance with the requirements set forth above for partnership; if bidder is a joint-venture, the legal name of the joint venture, if one exists, shall be set forth above for partnerships. If signature is by an agent other than an officer of a corporation, or member of a partnership or a joint venture, a Power of Attorney must be on file with the City Clerk prior to opening bids or submitted with the bid; otherwise, the bid may, at the City's option, be disregarded as non-responsive.

If this proposal shall be accepted and the undersigned shall fail to contract, and to give the Contractor's Bond For Faithful Performance and the Contractor's Payment Bond required by the specifications and contract and by law, and to provide all insurance as required by said contract, within eight (8) days after the bidder has received notice from the City of San Jose, the City may, at its option, determine that the bidder has abandoned his/her contract, and thereupon this proposal and the acceptance thereof shall be null and void, and the forfeiture of such security accompanying this proposal shall operate and the same shall be the property of the City of San Jose.

In accordance with Public Contract Code Section 10232, the Contractor, hereby states under penalty of perjury, that no more than one final unappealable finding on contempt of court by a federal court has been issued against the Contractor within the immediately preceding two year period because of the Contractor's failure to comply with an order of a federal court which orders the Contractor to comply with an order of the National Labor Relations Board. Signing this Proposal on the signature portion thereof shall constitute signature of this Statement.

Accompanying this proposal are the following documents completely filled in by the bidder and the same are incorporated herein by reference;

- 1. Cash, a cashier's check or a certified check made payable to City, or a bidder's bond executed by an admitted surety insurer naming the City as beneficiary, in an amount equal to at least ten percent (10%) of the total amount bid including all alternatives.
- 2. A "List of Subcontractors".
- 3. A "Statement of Bidder's Experience".

City may at its option, request additional supplemental information after bid opening.

Bidder understands that the City reserves the right to reject any or all bids and to waive any informalities in the bidding.

The undersigned, as bidder, declares that in listing subcontractors in this bid, I have not discriminated or given any preference to any firm based on race, sex, color, age, religion, sexual orientation, actual or perceived gender identity, disability, ethnicity, or national origin. I understand that any such discrimination or preference is in violation of Chapter 4.08 of the Municipal Code.

Execution of the Non-Collusion Affidavit constitutes execution of this Bid Proposal including the above statement of nondiscrimination and, with the exception of the Bidder's Bond or Addenda, if any, no other signatures will be required.

# NONCOLLUSION AFFIDAVIT

Project-Title: ABORN PARK PLAY LOTS .	
Jaine Guera	being first duly sworn, deposes and says that he/she is
the party making the foregoing bid that the bid is not made in the	interest of or on hehalf of any undisclosed person
partnership, company, association, organization, or corporation; th	at the bid is genuine and not collusive or sham: that the
bidder has not directly or indirectly induced or solicited any other b	idder to put in a false or sham bid, and has not directly
or indirectly colluded, conspired, connived, or agreed with any bid	der or anyone else to put in a sham bid, or that anyone
shall refrain from bidding; that the bidder has not in any m	anner, directly or indirectly, sought by agreement,
communication or conference with anyone to fix the bid price of	he bidder or any other bidder, or to fix any overhead.
profit, or cost element of the bid price, or of that of any other bidd	er, or to secure any advantage against the public body
awarding the contract of anyone interested in the proposed contract	t: that all statements contained in the bid are true; and
further, that the bidder has not, directly or indirectly, submitted l	is or her bid price or any breakdown thereof, or the
contents thereof, or divulged information or data relative thereto,	or paid, and will not pay, any fee to any corporation,
partnership, company, association, organization, bid depository,	or to any member or agent thereof the effectuate a
collusive or sham bid.	G., 1.13.1
In accordance with Title 23, United States Code, Section 112,	he bidder hereby states, under penalty of perjury, that
he/she has not, either directly or indirectly, entered into any agreer any action in restraint of free competitive bidding in connection w	the this contract. Didden any collusion, or otherwise taken
false certification may subject certifier to criminal prosecution.	th this contract. Bidders are cautioned that making a
The undersigned declares under penalty of perjury that t	he information contained in this proposal and all
accompanying documents are true and correct.	the mior mation contained in this brobosal and an
0 1 101 0 00	
Executed on WWW 1, 200	•
	•
GUDMA CONSTRUCTION GOVERUP CON	Business Lic, No.: 199178 2210
the tree to the tree of the tr	ation Date: 6 65 70
	Contractor Lic. No.: 9/5544
	ification: A&B
	ation Date:
Partnership (General/Limited Partners), Feder	al I. D. No.: 26-2473636
Corporation, Joint Venture, etc. Addre	ess: 345 Commercial St.
	San, OSP, (A 457/2
	100/ 2010
By:	hone: 400 a 19 2021
Title: Jaime Churt Droidlyt	
NOTARY	? <b>የ</b> ባሳጥጥጥጥጥጥጥጥጥጥጥጥጥጥጥጥጥጥጥጥጥጥጥጥጥ
•	. 4
Onbefore me,(name and title	, personally appeared
	provedito me on the basis of satisfactory evidence to be
the person(s) whose name(s) is/are subscribed to the within instrum	ent and seknowledged to me that he/she/they executed
the same in his/her/their authorized capacity(ies), and that by his/he	(their signature(s) on the instrument the person(s) or
the entity upon behalf of which the person(s) seted executed the in	estrument.
I certify under the PENALTY OF PERJURY under the laws of the sand correct.	state of California that the foregoing paragraph is true
and correct.	
WITNESS my hand and official seal.	, '
· /	•
Signature (Seal)	•
Notary Public	
3000 OPSI with Sahwarahaahia corrections Dags 2 of 2	70 714 100

## ACKNOWLEDGMENT

State of California County of Santa Clara)	
On August 27, 2009 before me, C	Cynthia A. Robles, Notary Public (insert name and title of the officer)
personally appeared	ged to me that he/she/they executed the same in is/he/their signature(s) on the instrument the
I certify under PENALTY OF PERJURY under the paragraph is true and correct.	laws of the State of California that the foregoing
WITNESS my hand and official seal.  Signature	CYNTHIA A. ROBLES Z COMM. # 1829927 COMM. # 1829927 COMM. EXPIRES JAN. 8, 2013

#### **BIDDER'S BOND**

#### KNOW ALL PERSONS BY THESE PRESENTS:

That we, Guerra Construction Group as PRINCIPAL, and International Fidelity Insurance Company, a corporation duly organized under the laws of the State of New Jersey and duly licensed to become sole surety on bonds required or authorized by the State of California, as SURETY, are held and firmly bound unto the City of San Jose (hereinafter called the "City"), in the penal sum of TEN PERCENT (10%) OF THE TOTAL AMOUNT OF THE BID of the Principal above named, submitted by said Principal to the City of San Jose, for the work described below; for the payment of which sum in lawful money of the United States, well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents. In no case shall the liability of the Surety hereunder exceed the sum of ten percent of the bid amount DOLLARS (\$ 10%--).

#### THE CONDITION OF THIS OBLIGATION IS SUCH,

That whereas the Principal has submitted the above mentioned bid to the City of San Jose, for certain construction specifically described as follows, for which bids are to be opened in the Office of the City Clerk, City of San Jose, City Hall, 200 E. Santa Clara St., Wing 2nd Fl., San Jose, CA 95113, on Thursday, August 27, 2009 for ABORN PARK PLAY LOTS.

NOW, THEREFORB, if the aforesaid Principal is awarded the contract and, within the time and manner required under the specifications, after the prescribed forms are presented to Principal for signature, enters into a written contract, in the prescribed forms, in accordance with the bid, and files a Faithful Performance Bond and a Contractor's Payment Bond, and files the required insurance policies with the City, all as required by the specifications and the contract or by law, then the obligation shall be null and void; otherwise it shall be and remain in full force and effect.

The Surety, for value received, hereby stipulates and agrees that the obligation of said Surety and its bond shall be in no way impaired or affected by any extension of the time within which the Owner may accept such Bid; and said Surety does hereby waive notice of any such extension.

In the event suit is brought upon this bond by the Obligee and judgement is recovered, the Surety shall pay all costs incurred by the Obligee in such suit, including a reasonable attorney's fee to be fixed by the court.

IN WITNESS WHEREOF, we have hereunto set our hands and seals on this 20th					
day of August , 20 09.	•				
PRINCIPAL	Surety				
Guerra Construction Group  Legal Company Name	International Fidelity Insurance Company Legal Company Name				
Corporation Indicate Type of Entity					
By Title: Jaime Guerra President	By Chronic L. Mosunic Attorney-In-Fact				
By	By				
(Affix Corporate Seals)					
(Attach Acknowledgments of both Principal and Surety signatures)					

#### **ACKNOWLEDGMENT**

State of California County ofSanta Clara)					
On August 27, 2009 before me, Cynthia A. Robles, Notary Public (insert name and title of the officer)					
personally appeared					
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.					
WITNESS my hand and official seal.  Signature (Seal)  CYNTHIA A. ROBLES COMM. # 1829927  OF COMM. # 1829927  OF COMM. # 1829927  OF COMM. # 1829927  OF COMM. EXPIRES JAN. 8, 2013					

#### CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

_ }						
M. Lorincz, Notary Public  Here insert Name and Tallo of the Officer						
3						
Name(s) of Signer(s)						
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is to the within instrument and acknowledged to me that his shear that his second to be the person(s) whose name(s) is the subscribed to the within instrument and acknowledged to me that his shear that his second to me that his shear that his second to me that his shear that his second to me that his second to me that his shear that his second to me that his shear that his second to me that his second to me that his shear that his second to the within instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.  I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.  WITNESS my hand and official seal.						
signature South Signature of Notary Pubsic						
DNAL Square of rocally Posse						
ay prove valuable to persons relying on the document tachment of this form to another document,						
·						
Document Date: Number of Pages;						
Signer's Name:						

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Tel (973) 624-7200

# POWER OF ATTORNEY INTERNATIONAL FIDELITY INSURANCE COMPANY

HOME OFFICE: ONE NEWARK CENTER, 20TH FLOOR NEWARK/NEW JERSEY 0710245207

KNOW ALL MENTRY THESE PRESENTS: That INTERNATIONAL STDELITY INSURANCE COMPANY, a comoration organized and existing laws of the State of New Jersey, and having its principal office in the City of Newark, New Jersey, does hereby constitute and appoint

FRANCIS E. COOK, CHARLES M. GRISWOLD, RONALD M. SPENO, DANIJELA L. MOSUNIC

San Jose, CA.

its true and lawful attorney(s) in fact, to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are of may be allowed, required or permitted by law statute rule, regulation, contract or otherwise, and the execution of such instruments in pursuance of these presents, shall be as binding upon the said INTERNATIONAL FIDELTLY INSURANCE COMPANY, as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at its principal office.

This Power of Attorney is executed, and may be revoked, pursuant to and by authority of Article 3. Section 3, of the By-Laws adopted by the Board of Directors of INTERNATIONAL FIDELITY INSURANCE COMPANY at a meeting called and held on the 7th day of February, 1974

The President or any Mice President, Executive Vice President, Secretary or Assistant Secretary, shall have power and authority

- (1) To appoint Attorneys-in-fact, and to authorize them to execute on behalf of the Company, and attach the Seal of the Company thereto, bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof and,
- (2) To remove, at any time, any such afterney-in-fact and revoke the authority given.

STATE OF NEW JERSEY

Further, this Power of Attorney is signed and sealed by facsimile pursuant to resolution of the Board of Directors of said Company adopted at a meeting duly called and held on the 29th day of April, 1982 of which the following is a true excerpt:

Now therefore the signatures of such officers and the seal of the Company may be affixed to any such power of attorney or any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.

IN TESTIMONY WHEREOF, INTERNATIONAL FIDELITY INSURANCE COMPANY has caused this instrument to be signed and its corporate seal to be affixed by its authorized officer, this 16th day of October, A.D. 2007.

INTERNATIONAL FIDELITY INSURANCE COMPANY

On this 16th day of October 2007, before me came the individual who executed the preceding instrument, to me personally known, and, being by me duly sworn, said the he is the therein described and authorized officer of the INTERNATIONAL FIDELITY INSURANCE COMPANY; hat the seal affixed to said instrument is the Comporate Seal of said Company; that the said Corporate Seal and his signalure were duly affixed by order of the Board of Directors of



IN TESTIMONY WHEREOF, I have hereunto set my hand affixed my Official Seal, at the City of Newark, New Jersey the day and year first above written,

NOTARY PUBLIC OF NEW JERSE My Commission Expires Nov. 21, 201

I. the undersigned officer of INTERNATIONAL FIDELITY INSURANCE COMPANY do hereby certify that I have compared the foregoing copy of the ower of Altorney, and affidavit, and the copy of the Section of the By Laws of said Company as set forth in said Power of Altorney, with the ORIGINALS ON NTHE HOME OFFICE OF SAID COMPANY, and that the said Power of Altorney of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect the

IN TESTIMONY WHEREOF, I have hereunto set my hand this

20th Walay of

Main // Granes

# LIST OF SUBCONTRACTORS

Designation of Subcontractors as required in Section 2-1.15A of the City of San Jose Standard Specifications, July 1992.

•				0	•			
PORTICA (DESCRIPTION) OF WORK	Site work	Electic	fulder awfacthy	Pay Courpress Installation		landsaping	7	
DOCARRONOE PLACEOF BUSINESS	Sanbs	San Jose	Orona CA	Surveyale		Suntos		To the state of th
NAME OF SUBCONTRACTOR	Santa Clara Const.	Signal Electric	Spacetra Most	Playgrounds Unlimited Surroyale		Southlang landscapa	· •	

# STATEMENT OF BIDDER'S EXPERIENCE

The bidder is required to state below what work of similar magnitude or character the bidder has done, and to give reference that will enable the City Council to judge the bidder's experience, skill and business standing and of the bidder's ability to conduct the bidder's work as completely and as rapidly as required under the terms of the contract.

PROJECT NAME	AGENCY/ENTITY	CONTRACT AMOUNT
	See attorched	
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PROJECT NAME	AGENCY/ENTITY	CONTRACT AMOUNT
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PROJECT REFERENCES

PROJECT

GUNN HS FIELD LIGHTING IMPROVEMENTS

750 ARASTERDERO WAY PALO ALTO, CA 94306

VALUE: \$872,280

DWNER:

PALO ALTO UNIFIED SCHOOL DISTRICT

25 CHURCHILL AVENUE PALO ALTO, CA 94306

BOB PRICE

650-329-3968

PROJECT

BAKER & COUNTRY LANE PORTABLES

MULTI LOCATIONS
SAN JOSE, CA
VALUE: \$314,748

DWNER:

MORELAND SCHOOL DISTRICT

4711 CAMPBELL AVENUE SAN JOSE, CA 95130

408-847-2900

PROJECT

GREEN ACRES ELEMENTARY SCHOOL

TIERRA PACIFIC CHARTER SCHOOL

966 BOSTWICK LANE SANTA CRUZ, CA 95062

VALUE: 847,620

DWNER: .

LIVE DAK SCHOOL DISTRICT

984-1 BOSTWICK LANE BANTA CRUZ, CA 95062

RALPH LE ROUX 831-419-0791

PROJECT

LOS ALTOS ANNUAL CONCRETE REPAIR

MULTI LOCATIONS LOS ALTOS, CA VALUE: \$126,000

OWNER:

CITY OF LOS ALTOS

ONE N. SAN ANTONIO RD.

LOS ALTOS, DA VALUE: \$120,000 TERRI GREINER 650-947-2623 PROJECT JOHNSON PARK IMPROVEMENTS

200 KIPLING STREET PALO ALTO, CA 94301

VALUE: \$100,000

DWNER: CITY OF PALO ALTO

250 HAMILTON AVENUE PALO ALTO, GA 94301

KATE ROONEY 650-617-3127

PROJECT ROBLEDA ROAD PATHWAYS

ROBLEDA ROAD

LOS ALTOS HILLS, CA VALUE: \$200,000

OWNER: TOWN OF LOS ALTOS HILLS

26379 FREMONT ROAD

LOS ALTOS HILLS, CA 94022

RICHARD CHEN

650-941-7222 x 239

PROJECT ALLEN SCHOOL - NEW ADA PARKING LOT

ALLEN AVENUE SAN JOSE, CA VALUE: \$147,380

OWNER: SAN JOSE UNIFIED SCHOOL DISTRICT

855 LENZEN AVENUE BAN JOSE, DA 95126

MGMT. FIRM PAVEMENT ENGINEERING INC.

20260 SKYPARK DRIVE REDDING, CA 96002

TROY SISNEROS 530-224-4535

PROJECT HOOVER RED TOP-CONCRETE REPLACEMENT FOR ADA

EAST CHARLESTON ROAD

PALO ALTO, DA VALUE: \$97,420

OWNER: PALO ALTO UNION SCHOOL DISTRICT

25 CHURCHILL AVENUE PALO ALTO, DA 94306

BOB PRICE

650-329-3968

PROJECT DISCOVERY SCHOOL- SITEWORK IMPRVEMENTS

ANDERSON SCHOOL 4000 RHODA ROAD SAN JOSE, CA 95117 VALUE: \$644,200 DWNER:

CALSTATE CONSTRUCTION, INC.

3680 YALE WAY

FREMONT, CA 94538

ANDY BORREGO 510-657-1800

PROJECT

WILLOW GLEN HIGH SCHOOL/MIDDLE SCHOOL

SITE IMPROVEMENTS

COTTLE ROAD

SANJOSE, CA 95136

VALUE: 176,231

DWNER:

SAN JOSE UNIFIED BOHOOL DISTRICT

855 LENZEN AVENUE SAN JOSE, CA 95126

CONST. MGR.

POMB, INC.

PEARL AVENUE

BAN JOSE, CA 95136